

## **ARTICLE 1 – SCOPE AND INTERPRETATION**

### **1.1 Entire Agreement**

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

- A. Except as provided in the Savings Clause, the University and the Guild for the duration of the Agreement each voluntarily and unqualifiedly agrees to waive its right to oblige the other party to engage in collective bargaining with respect to any subject whether or not it is specifically referred to or covered in this Agreement.
- B. This Agreement preempts all rules, and subjects addressed in whole or in part by rules adopted or administered by the Washington State Human Resources Office.
- C. University Policy and Regulation

Unless superseded by a specific provision of this Agreement, the University's Policies, Rules, Regulations, and Procedures, as currently written or as amended, will apply to all employees.

### **1.2 Management Rights**

The Guild recognizes the prerogative and responsibility of the University to operate and manage its affairs in all respects in accordance with its lawful authority. Except as expressly modified or restricted by a specific provision of this Agreement or of a statute, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the University which, in addition to all powers, duties and rights established by constitutional provision, statute, or rule will include but not be limited to, the right to:

- A. Determine the University's functions, programs, organizational structure and use of technology;
- B. Determine the University's budget and size of its workforce and the financial basis for layoffs;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the University and of the State during emergencies;
- E. Determine the University's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the University;
- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- H. Establish or modify the workweek, daily work shift, hours of work and days off;

- I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
- J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;
- K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;
- L. Determine, prioritize and assign work to be performed;
- M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
- N. Determine training needs, methods of training and employees to be trained;
- O. Determine the reasons for and methods by which employees will be laid-off; and
- P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.

**1.3 Revenue/Appropriations**

Should the University request, but not receive anticipated appropriations or revenues, those portion(s) of the Agreement that are contingent upon financial resources will be opened for renegotiation.

**1.4 Wage Reopener**

The parties agree they may re-open negotiations on compensation adjustments dependent upon economic feasibility. Indicators of economic feasibility will be: the Director determines implementation of such adjustments is economically feasible and the legislature appropriates funding in accordance with applicable law; if a State initiative or referendum is submitted to the voters and is passed that specifically provides funding for general salary increases for higher education employees; or the University provides across the board salary increases to Civil Service and/or Administrative Professional employees. If tentative agreement is achieved, the University will submit a request to OFM for a finding of financial feasibility and, if such a finding is made, for approval and funding by the Governor and Legislature when necessary.

**1.5 No Strike**

On behalf of employees in the bargaining unit, the Guild and employees agree that they will not participate in, cause, instigate, support or condone any work stoppage, strike, slowdown or other inference with the normal operation of the University.

**1.6 Savings Clause**

- A. To the extent that provisions in the Agreement are in conflict with applicable law, the law shall prevail. Should any article, section or portion of the Agreement be held unlawful or invalid by a court or held to be in conflict with applicable law by a court of competent jurisdiction, such decision shall apply only to the specific section, article or portion thereof. The remaining parts or provisions shall remain

in full force and effect. The parties agree to negotiate immediately and substitute for the invalidated article, section or portion thereof.

- B. If any Police Department policies or procedures are in conflict with this Agreement, the Agreement shall prevail. Copies of Department Policies and Procedures shall be made available to officers.